



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

PARDEE v. COMMONWEALTH.

June 23, 1904.

TAXATION—MINERAL LAND.

1. Under the Act approved May 13, 1903, providing for special and separate assessment of taxes on mineral land, the same are to be assessed as of the 1st day of February, in accordance with the general scheme of the statutes regulating taxation.

ASHWORTH et al. v. TRAMMELL.

June 16, 1904.

ESTOPPEL—SET-OFF—DECREE—FINAL—DEBTOR'S RIGHT TO SATISFY—
COSTS—INTEREST.

1. Circumstances which do not mislead one to his prejudice do not create an estoppel in his favor.

2. A losing party is properly required to pay the costs of the litigation.

3. A purchaser of judgments against a person who died subsequent to the date of their rendition is not entitled to have them allowed against a demand due from the purchaser to the decedent arising out of a purchase of property, and secured by a lien thereon.

4. A decree confirming a sale of property to enforce a lien of a deed of trust to the creditor therein, as purchaser, which adjudged that the cash payment should be paid to prior lienors, which, after providing for costs, credited the balance of the price on the debt of the creditor in the deed, which gave a decree against the debtor for the residue, which appointed a commissioner to convey the land to the purchaser, which directed a writ of possession to issue, and which extended to the debtor the privilege of filing an upset bid in thirty days, is a final decree, speaking from the day of its rendition, subject to become inoperative on the debtor availing himself of the privilege given him.

5. As a general rule, interest will not be allowed on amounts recovered as costs.

6. A decree adjudging that a debtor is indebted to the amount therein stated, and directing a sale of property subject to a lien for that amount, which is suspended for 60 days, to allow time for an appeal therefrom, gives the debtor 60 days in which to satisfy the demand of his creditor and thus obviate a sale of the property.

HENINGER v. PEERY et al.

June 23, 1904.

HIGHWAYS—ESTABLISHMENT—OBJECTION—BURDEN OF PROOF—
COMPENSATION TO LANDOWNER—DAMAGES.

1. Where landowners are summoned under Code 1887, section 949, relative to the establishment of public roads, and providing that, on the favorable report of the viewers, if the court be in favor of establishing the road, it shall award process to summon proprietors to show cause against

the establishment of the road, the burden of proof is on the landowners to overcome the *prima facie* case made by the report of the viewers.

2. Where, on proceedings for the establishment of a public road, it appears that it will be free and common to all citizens, it is a public road, notwithstanding it will be a greater benefit to the applicant than to the public generally.

3. Under Code 1887, section 1078, relative to the establishment of public roads, and providing that a landowner whose land is taken shall receive compensation for the land taken, and for the damage to the residue beyond the peculiar benefits to be derived in respect to the residue, the benefits are to be confined to such as are direct and peculiar to the landowner, as distinguished from those benefits shared by him in common with other citizens.

4. Code 1887, section 1078, provides that, on the laying out of a public road, a landowner whose land is condemned shall receive just compensation for the land taken, and for the damage to the residue of the tract beyond the peculiar benefits to be derived in respect to such residue. *Held*, that where the object of a road over the lands of an individual was to enable others to reach mountain lands for grazing purposes, and the road extended no farther than the grazing lands, and afforded the landowner no outlet in that direction, and the necessities of his own land were already provided for by a private road, the allowance to him of damages in a sum not sufficient to enable him to protect his property by the erection of fences along the sides of the public road—he having, over his protest, been subjected to the inconveniences of a pent or gated road—was erroneous.

HYATT v. ZION et al.

June 23, 1904.

DEED OF TRUST—EXECUTION BY WIFE—MISREPRESENTATION OF HUSBAND—
ESTOPPEL—RIGHTS OF BENEFICIARY—CONSIDERATION—AGENCY.

1. Where complainant's husband, in order to secure a debt which he owed to a bank, induced complainant to sign a deed of trust on certain land owned by them jointly, the husband in such transaction did not act as agent of the bank, so as to charge it with his false representations made to induce her to sign the deed.

2. Where a bank, on the faith of a deed of trust executed by its debtor and his wife to secure a debt, extended further time to the husband, took a note without an indorser, and surrendered notes on which it claimed and believed that another was liable as indorser, the bank parted with a sufficient consideration to entitle it to claim that the debtor's wife was estopped to have the deed set aside on the ground that she had been induced to sign the same without reading it by the false representation of her husband that it related to property in which she had no interest except a contingent right of dower.

3. Where a wife signed a deed of trust without reading it, relying on